



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 11, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

33 October 11, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR
AS-NEEDED SEWER PUMP AND MOTOR REPAIR SERVICES FOR
THE CONSOLIDATED SEWER MAINTENANCE DISTRICT AND
THE MARINA SEWER MAINTENANCE DISTRICT
IN LOS ANGELES COUNTY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

This action is to award a contract for as-needed sewer pump and motor repair services for the Consolidated Sewer Maintenance District and the Marina Sewer Maintenance District.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED SEWER MAINTENANCE DISTRICT AND THE MARINA SEWER
MAINTENANCE DISTRICT:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for As-Needed Sewer Pump and Motor Repair Services in an annual sum of \$300,000 and a potential maximum contract sum of \$1,650,000 to Multi W. Systems, Inc. This contract will be for a period of one year commencing on December 1, 2011, or execution by both parties, whichever occurs last, with four 1-year renewal options and up to six month-to-month extensions for a maximum potential term of 66 months.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the

scope of the contract, if required.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, Multi W. Systems, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed sewer pump and motor repair service for the Consolidated Sewer Maintenance and the Marina Sewer Maintenance Districts in Los Angeles County. The work to be performed will consist of disassembling, inspecting, repairing, and reassembling submersible and nonsubmersible sewage pumps/motors and other sewage treatment-related equipment. The Department of Public Works (Public Works) has contracted for these services since 2003.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum of \$300,000 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services and reimbursement of parts.

Public Works successfully negotiated with the contractor to reduce their labor unit cost from \$62 per hour to \$60 per hour without adding extension years and without any reduction in services.

Funding for these services is included in the Fiscal Year 2011-12 Sewer Maintenance Districts Fund Budgets. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

This contract does not allow for a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Multi W. Systems, Inc., located in El Monte, California. This contract

will commence on December 1, 2011, or execution by both parties, whichever occurs last, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew the contract for four 1 year renewal options and up to six month-to-month extensions for a maximum potential term of 66 months.

The contract will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Multi W. Systems, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on April 27, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301, Class 1 of CEQA.

CONTRACTING PROCESS

On April 27, 2011, Public Works solicited proposals from 177 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On May 25, 2011, five proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsible and responsive contractor, Multi W. Systems, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FORAS-NEEDED SEWER PUMP AND MOTOR REPAIR SERVICES (2011-AN018)

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between Board of Supervisors of the County of Los Angeles, State of California ("County"), acting as the governing body of the CONSOLIDATED SEWER MAINTENANCE DISTRICT and the MARINA SEWER MAINTENANCE DISTRICT (hereinafter referred to as DISTRICTS) and MULTI W. SYSTEMS, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICTS, of the CONTRACTOR'S proposal filed with the DISTRICTS on December 1, 2011, hereby agrees to provide services as described in this Contract for As-Needed Sewer Pump and Motor Repair Services (2011-AN018).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; the CONTRACTOR'S proposal, all attached hereto; the Request for Proposals; and Addenda to Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICTS and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICTS agree, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the proposal and attached hereto as Form PW-2.1. The annual contract amount is \$300,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on December 1, 2011, or execution by both parties, whichever occurs last. At the sole discretion of the DISTRICTS, this Contract may be extended in increments of one year, for a maximum potential Contract of five years. The DISTRICTS, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICTS, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the DISTRICTS.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

SIXTH: The DISTRICTS, acting through the County of Los Angeles Department of Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY and/or DISTRICT as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICTS Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S proposal, conflict with the DISTRICTS' specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through E, inclusive, the DISTRICTS' provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICTS' requirements.

[illegible]

IN WITNESS WHEREOF, the DISTRICTS have, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

Los Angeles County Board of
Supervisors, the governing body of
Consolidated Sewer Maintenance
District and the Marina Sewer
Maintenance District

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

MULTI W. SYSTEMS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 808

Bid Title : AS-NEEDED SEWER PUMP AND MOTOR REPAIR SERVICES

Bid Type : Service

Department : Public Works

Commodity : MAINT & REPAIR - PUMPS AND PUMP ACCESS.

Open Date : 4/27/2011

Closing Date : 5/11/2011 2:30 PM

Bid Amount : \$ 300,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Sewer Pump and Motor Repair Services (2011-AN018). The total annual contract amount of this service is estimated to be \$300,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Scott Pham at (626) 458 4069, spbam@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its managing employee and subcontractor, if any, must have a minimum of five years of experience providing sewer pump and electric motor repair services ranging in size from 1.5 Horsepower (Hp) to 125 Hp.

2. Proposer's on-site supervising employee and subcontractor, if any, must each have a minimum of two years of experience supervising sewer pump and electric motor repair services.

A Proposers' Conference will be held on Wednesday, May 11, 2011, at 2:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, May 25, 2011, at 5:30 p.m. Please direct your questions to Mr. Pham at the number on the previous page.

Contact Name : Scott Pham

Contact Phone# : (626) 458-4069

Contact Email : SPHAM@dpw.lacounty.gov

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